

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
08

3. EFFECTIVE DATE  
11-Sep-2016

4. REQUISITION/PURCHASE REQ. NO.  
N4142116RC1G061

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NAVSUP FLC Norfolk, Detachment Philadelphia  
700 Robbins Avenue, Bldg. 2B  
Philadelphia PA 19111-5083

DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

DELOITTE CONSULTING  
1725 Duke Street  
Alexandria VA 22314-3456

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4020-EX04

10B. DATED (SEE ITEM 13)

30-Sep-2014

CAGE CODE 1TTG5

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- (\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987)
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

01-Sep-2016

BY (Signature of Contracting Officer)

07-Sep-2016

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 2 of 2	FINAL
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## GENERAL INFORMATION

1. The end date for the period of performance for CLINS 7001, 9003, 9004, 9005 and 9006 is herein changed from 09-29-2016 to 09-11-2016.
2. As a result of this change, there is no change in the order amount.
3. All other terms and conditions of the order shall remain the same.

### Contractor's Statement of Release

The contractor for itself, its successors, and its assigns hereby unconditionally releases, remises and forever discharges the Government, its officers, its agents, its representatives, and its military and civilian personnel from any and all claims, disputes, causes of action, or demands for damages of every character, known or unknown, whether in law or in equity, including but not limited to claims for direct costs, indirect costs, delay costs, interest and attorney fees arising out of, relating to, or resulting from this modification. This is the complete agreement of the parties. There are no collateral agreements, either written or oral. Any modification to this agreement must be in writing and signed by both parties.

THIS IS THE COMPLETE AGREEMENT OF THE PARTIES. THERE ARE NO COLLATERAL AGREEMENTS, RESERVATIONS, OR UNDERSTANDINGS, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN. IT IS AGREED THAT NO MODIFICATION OF THIS AGREEMENT SHALL BE BINDING UNLESS IT IS REDUCED TO WRITING AND SIGNED BY THE PARTIES.

... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$5,120,394.81 by \$0.00 to \$5,120,394.81.

The total value of the order is hereby increased from \$5,120,395.27 by \$0.00 to \$5,120,395.27.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7001	9/30/2015 - 9/29/2016	9/30/2015 - 9/11/2016
9003	9/30/2015 - 9/29/2016	9/30/2015 - 9/11/2016
9004	9/30/2015 - 9/29/2016	9/30/2015 - 9/11/2016
9005	9/30/2015 - 9/29/2016	9/30/2015 - 9/11/2016
9006	5/19/2016 - 9/29/2016	5/19/2016 - 9/11/2016

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 1 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R704	Audit Support to be provided in accordance with the attached Performance Work Statement. Base Period: 09-30-14 to 09-29-15. (O&MN,N)	1.0	LO	██████████	██████████	\$2,099,054.46
700001	R704	Funding in Support of CLIN 7000 (O&MN,N)					
700002	R704	Funding in Support of CLIN 7000 (O&MN,N)					
7001	R704	Audit Support to be provided in accordance with the attached Performance Work Statement. Option Period I: 09-30-15 to 09-11-16. (O&MN,N)	1.0	LO	██████████	██████████	\$2,993,340.81
700101	R704	Incremental funding for Option Period I (O&MN,N)					
700102	R704	Incremental funding (O&MN,N)					
700103	R704	Incremental Funding (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R704	Travel in support of CLIN 7000, Not-To-Exceed ██████████. IAW Joint Travel Regulations. Base Period: 9-30-14 to 9-29-15. (O&MN,N)	1.0	LO	██████████
900001	R704	Funding in support of CLIN 9000 (O&MN,N)			
9001	R704	Costs (ODCs) in support of CLIN 7000, Not-To-Exceed ██████████ Base Period: 9-30-14 to 9-29-15. (O&MN,N)	1.0	LO	██████████
900101	R704	Funding in support of CLIN 9001 (O&MN,N)			
9002	R704	Contract Data Requirements List (CDRL) in support of CLIN 7000, See attached CDRLs DD1423, Not Separately Priced. Base Period: 9-30-14 to 9-29-15. (O&MN,N)	1.0	LO	\$0.00
9003	R704	Travel in support of CLIN 7001, Not-To-Exceed ██████████ IAW Joint Travel Regulations. Option Period I: 9-30-15 to 9-11-16. (O&MN,N)	1.0	LO	██████████
9004	R704	Costs (ODCs) in support of CLIN 7001, Not-To-Exceed ██████████. Option Period I: 9-30-15 to 9-11-16. (O&MN,N)	1.0	LO	██████████
9005	R704	Contract Data Requirements List (CDRL) in support of CLIN 7001, See attached CDRLs DD1423, Not Separately Priced. Option Period I: 9-30-15 to 9-11-16. (O&MN,N)	1.0	LO	\$0.00

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 2 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9006	R704	Travel in support of CLIN 7001, Not-To-Exceed [REDACTED] IAW Joint Travel Regulations. Option Period I: 5-19-16 to 9-11-16 (O&MN,N)	1.0	LO	[REDACTED]

**LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)**

(a) The level of effort for the performance of this contract during the period from the start of contract performance to twelve months thereafter is based upon [REDACTED] estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional [REDACTED] estimated manhours of direct labor, for a total level of effort of [REDACTED] estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Labor Category	Base	Option I
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

(c) The Estimated Total Hours include overtime and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

**PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)**

The fixed fee for work performed under this contract is [REDACTED] provided that approximately [REDACTED] hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than [REDACTED] hours of said services are so

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 3 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$ [REDACTED] per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

<u>RATE/HR</u>	<u>FIXED FEE</u>	<u>EST HOURS</u>	<u>FIXED FEE</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**LEVEL OF EFFORT - DELIVERY/TASK ORDER PERFORMANCE (OCT 1992)**

It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in any delivery/task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery/task order. Accordingly, in the performance of any delivery/task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

**COMPETITIVE OVERTIME (UNCOMPENSATED OVERTIME) (OCT 1992)**

Uncompensated overtime will only be considered for evaluation purposes as set forth in the Section M provision entitled "Evaluation Criteria and the Basis for Award." If an offeror decides to include uncompensated overtime in its proposal, the FAR clause at 52.237-10 and the Section B clause entitled "Identification of Ratios" will apply during the performance of any resultant contract.

**IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)**

(a) Definitions.

As used in this provision-

"Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA). Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ( $\$20 \times 40$ ) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**IDENTIFICATION OF RATIOS (OCT 1992)**

(a) If an offeror decides to include Uncompensated Overtime in their proposal, he shall complete the table which appears below. The purpose of this table is to identify the ratio derived by relating the proposed hours per week to 40 hours per week for each labor category. That ratio which is proposed for a particular labor category will apply for all personnel (including substitute and

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 4 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

additional personnel) approved to work within a particular labor category for the duration of the contract period.

(b) Any offeror who proposes direct labor rates adjusted due to the effect of uncompensated overtime must complete the following table. An offeror who proposes uncompensated overtime and fails to complete the following table may be removed from consideration for award.

(c) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their proposal a copy of the corporate policy addressing uncompensated effort. Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

**INFORMATION TO BE COMPLETED BY OFFEROR**

Labor Category	*Base Hourly/Week	Hours Proposed/Week	**Ratio	***Proposed Rate	Adjusted
for					Overtime
Uncompensated					
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	

\*Base Hourly Rate - that is unadjusted for the effect of uncompensated overtime.

\*\*Ratio - the rate derived from the proposed hours per week in relation to a 40 hour week (e.g., Project Manager 40 hours/50 hours = 80% ratio)

\*\*\*Proposed Rate Adjusted for Uncompensated Overtime = Base Hourly Rate X Ratio (e.g., \$10.00 x 80% = \$8.00)

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 5 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Performance Work Statement

#### **Second Level Review (2LR) and Transaction Validation For Audit Response and Evaluation Division (FMO-5)**

**1.0 Background.** The DON has established FMO-5 – Audit Response and Evaluation Division in preparation for the upcoming attestation engagements and financial audit. FMO-5 is responsible for the Audit Response Center (ARC) and an evaluation work stream that supports the DON’s audit sustainment posture. These responsibilities include the overall supervision of financial audit matters which encompass the administration and oversight of all attestation engagement and audits of financial statements, a single financial statement, and/or specific elements, accounts, or items of a financial statement. FMO-5 is accountable for:

- a) Submissions and responses during the financial audit or attestation engagement,
- b) Review of data,
- c) Business processes, internal controls and supporting documentation coincident to a financial audit or attestation engagement,
- d) Liaison and collaboration on matters involving audit findings, auditor recommendations and corrective actions,
- e) Review and influence of test procedures that address known deficiencies or support process improvements where a financial audit impact exists (Evaluation Program).

**2.0 Scope.** The Department of the Navy (DON) is aggressively implementing the stated goals in order to comply with the Department of Defense’s (DoD’s) Financial Improvement and Audit Readiness (FIAR) Plan and the congressionally mandated deadlines for audit readiness. Over the past decade, the DON has been on a path of process discovery and improvement and is at the stage of finalizing and validating audit assertions for key assessable units in preparation for an independent financial audit. The DON Office of Financial Operations (FMO) and its divisions have led current process improvement efforts and the overall audit readiness management throughout the DON. As the DON continues to make progress, an augmented focus on FMO’s audit-trail repositioning, pre-assertion and post-validation review and remediation capacity is needed in order to succeed within the forthcoming audit environment.

### **3.0 Information Sources**

The contractor shall utilize the following sources, policies and regulations.

- 3.1 Department of Defense (DoD) Financial Management Regulation (FMR)
- 3.2 Government Accountability Office (GAO) Government Auditing Standards (Yellow Book)
- 3.3 National Defense Authorization Act of 2010 (NDAA)
- 3.4 United States Generally Accepted Accounting Principles (USGAAP)
- 3.5 OMB Circular A-123, Management’s Responsibility for Internal Control, Appendix A, Internal Control Over Financial Reporting
- 3.6 Chief Financial Officer’s Act (CFO) of 1990
- 3.7 Office of the Undersecretary of Defense (Comptroller) Financial Improvement and Audit Readiness (FIAR) Guidance
- 3.8 Federal Financial Manager’s Improvement Act (FFMIA) of 1996
- 3.9 Federal Accounting Standards Advisory Board (FASAB) Statements of Federal Financial Accounting Standards (SFFAS)
- 3.10 Treasury Financial Management Manual (TFM)

**4.0 General Requirements.** The Contractor shall provide capabilities such as applied knowledge of DON business processes, audit standards and techniques, and financial management. Additionally, the Contractor shall provide

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 6 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

situational assessments via the application of accounting and auditing principles garnered through a comprehensive understanding of:

- a) Transactional relationship between line items in the Statement of Budgetary Resources (SBR),
- b) Underlying General Ledgers Account Codes (GLACs),
- c) Transactional relationships within the accounting system(s) that support GLAC balances,
- d) Supporting documentation that may validate the accuracy of recorded GLACs and transaction balances within the accounting system,
- e) Details that reside within underlying system interfaces that support the recording and reporting of DON accounting activity.

The Contractor shall be required to demonstrate and apply an understanding of DOD and DON financial management systems, internal controls, and the financial reporting processes. These are in addition to existing audit readiness efforts and support FMO audit sustainment initiatives.

**4.1 Evaluation Program: Second Level Review (2LR)** – Contractor support is required in order to provide audit readiness and sustainment support across FMO initiated assessments of internal controls and key supporting documents (KSD) for defined accounting and financial management processes and reconciliations.

The Contractor shall principally support audit assertion efforts by providing an objective appraisal of the criteria as defined.

The Contractor shall attain a comprehensive understanding of relevant control points and KSDs, assess audit trail adequacy of Command, Defense Finance and Accounting System (DFAS), and/or other stakeholder provided supporting documents contained within the ARC Tool, develop comprehensive workbooks detailing 2LR findings and concerns, and provide a comprehensive report noting assessment results and root cause analytics in order to influence corrective actions.

The Contractor shall communicate review progress, results, and lessons learned via meetings, status updates and debriefings. The Contractor shall function as a Mobilized Audit Support Team (MAST) when audit and attestation requirements increase the mission scope beyond current workload projections. The Contractor shall assess the accuracy of documented financial processes, recommend changes in existing policies and procedures based on analysis of reviews and site specific deviations from standard processes, organizations, and systems, provide support in documenting and/or updating process flowcharts and business process narratives, and participate in the retrieval and review of audit trail supporting documentation.

**4.1.1 Data Compilation, Reconciliation and Transaction Validation** – In addition to ongoing or forthcoming process examinations, attestation engagements and/or financial audits, FMO is responsible for providing a data universe of transactions that has been validated for completeness and accuracy.

The Contractor shall assist with audit-driven data requirements for STARS and Navy ERP (i.e., data reconciliations and transactional history records at an appropriate level of stratification). An applied understanding of the database ADABAS, programming language Natural, job control language JCL, and the dataset sorting utility Sync Sort will be necessary as well as the ability to translate query logic in support of the ongoing SAS business analytics, intelligence and data management efforts. These align to DON FIAR and objectives and core accounting system extracts to FMO audit liaison and validation requirement supporting audit sampling procedures.

The Contractor shall also assist in the compilation of the data in collaboration with FMO; the Contractor shall assist in researching and documenting business cases defining a suitable storage delivery system for the data, as appropriate. Critical outputs will include support in validating a complete, easily assessable, and reconciled data universe. The contractor shall also assist with providing requirements and recommendations for data and reconciliation storage and delivery.



CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 7 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**5.0 Deliverables.** The senior on-site contractor representative shall schedule and attend a monthly planning meeting with the COR by the 23rd day of each month. The purpose of this meeting is to establish expectations for the next month and ensure that services provided under the task order are responsive to overall FIAR goals and objectives. CDRL E001 includes an agenda for the monthly planning meeting. CDRL E002 includes the minutes from the monthly planning meeting.

**E001 Monthly Planning Meeting Agenda**

The contractor shall submit an agenda for a monthly planning meeting each month on all anticipated efforts in sections (4) of the PWS. The meeting agenda is the plan for a meeting that will last no more than two hours. At a minimum this meeting will include, addressing status and providing a POAM of the planned level of effort (labor category and number of hours) to be furnished along with the commensurate efforts from section 5 of the PWS that the contractor intends/plans to accomplish during the next calendar month.

**E002 Monthly Planning Meeting Minutes**

The contractor shall provide minutes from the monthly planning meeting within five days after the meeting is held. The minutes shall reflect a chronological, detailed explanation of the topics discussed, the critical decisions made and efforts from section “4” of the PWS to be focused on, and agreed-to timelines. The minutes shall also provide a record for future efforts and shall follow the agenda format with more detailed notes under each section. The minutes will inform updates of the monthly POAM.

**E003 Monthly Status Report**

The contractor shall provide a monthly status report which covers at a minimum each of the areas referenced in section “4” of the PWS and the POAM. This report shall assess the status of each planned effort referenced in the minutes, and performed in accordance with the PWS. This report shall include an explanation of the efforts that have been completed, the efforts that are currently being worked on and the efforts that will be worked on over the next month along with the hours spent on each effort. The report shall address specific accomplishments for each effort referenced in the minutes and explain any deviations from the minutes. The report should also include any communications that occurred throughout the month with other Government employees and/or contractors involved with FIAR efforts. The report shall include any barriers that the contractor is facing, as well as recommendations for overcoming such barriers. The report shall facilitate the agenda for upcoming planning meetings, discussion during the monthly planning meetings and allow for effective project management. All projects designated by the Director, Financial Services will have their own separate updates independent of this monthly status report, but will provide a short summary for this report.

**6. Performance Standards**

In assessing the contractor’s performance under the task order, the Government will consider technical content and accuracy of deliverables and work products; task quality; timeliness; cost management and other aspects of contract management. The COR/QAE will monitor the contractor’s performance through 100% inspection of required deliverables, review of invoiced hours at the task order level; periodic inspections to ensure the contractor is performing in an efficient and effective manner; and through feedback from the Government personnel being supported.

Requirement (Desired Outcome)	Performance Objective (Required Service)	Performance Standard (PS)	Acceptable Quality Level (AQL)	Monitoring Method
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CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 8 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Requirement (Desired Outcome)	Performance Objective (Required Service)	Performance Standard (PS)	Acceptable Quality Level (AQL)	Monitoring Method
Deliverables	All deliverables in response to the PWS shall be accurate and timely	Timeliness > 95% Quality > 95%	Timeliness: on or ahead of schedule at least 95% of the time. Quality: acceptable to the COR at least 95% of the time.	Government Review and Approval of Deliverables identified in the PWS.

**7. Place of Performance.** The Government will attempt to provide a suitable infrastructure that promotes the safe and efficient work efforts of the Contractor. Throughout the duration of the task, Contractor staff will be provided with workspaces, computers and necessary systems access, email accounts, and telephones. Daily work efforts will be performed within the National Capital Region (NCR), primarily within facilitated space in Arlington, VA (includes Pentagon and Crystal City) and within the Washington Navy Yard. However, off-site work efforts may be required, as necessary, in support of the Evaluation program, data discovery and reconciliations, augmented audit review and liaison support, and/or other specified activities relative to the size and capacity of DON facilitated and supported spaces within the NCR. It is anticipated that approximately 20% of the work will be accomplished at the contractor's facilities, while 80% will be accomplished on the Government's sites.

**8. Period of Performance.** The period of performance will be from 30 September 2014 through 29 September 2015 with one (1) twelve-month option period.

**9. Travel and Other Direct Costs (ODCs).** Local travel is authorized and travel to operational sites may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations and Federal Acquisition Regulations (FAR) 31.205-46. Private/Commercial parking services, laptops, cellular phones, and other items of convenience are not reimbursable as Other Direct Charges (ODCs). ODCs associated with the cost of business (e.g., wireless service, special computer applications, etc.) must be communicated to the DON through the COR in advance for consideration and approval. Commuter and/or parking expenses within the National Capital Region are not reimbursable.

**10. Inspections and Acceptance.** Inspection and acceptance of services to be furnished hereunder shall be made by DCAA as specified in the Wide Area Workflow (WAWF) invoicing instructions. The Contracting Officer's Representative (COR) is TBD. One or more Technical Assistants (TA) will be appointed at each Command and or location.

**11. Government Furnished Information, Systems, Space and Facilities.** The contractor is allowed government furnished information as required and as approved by the FMO FIAR Program Manager. The Government will attempt to provide a suitable infrastructure that promotes the safe and efficient work efforts of the Contractor. Throughout the duration of the task, Contractor staff will be provided with workspaces, computers and necessary systems access, email accounts, and telephones. This task will require the Contractor to provide a suitable infrastructure to manage program requirements (document library, databases, web site) throughout the course of performance to support the scope of activities. Navy Marine Corps Intranet (NMCI) access will be provided at government sites, however, access to NMCI at the contractor's facility will not be provided. The Government will provide information, material and forms unique to the Government for supporting the task. If the contractor requires additional GFR to that already provided, the contractor shall submit a request to the designated Technical Assistant (TA) or to the Contracting Officer's Representative (COR).

**12. Information.** Other than system access related data, all Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 9 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**13. System Access.** Government will provide access to required system. Contractor personnel must meet the requirements for DOD CAC Card.

**14. Documentation.** All existing documentation relevant to this task's accomplishment will be made available to the Contractor at the beginning of the task.

**15. Security Requirements.**

**The highest level of security required under this task order is Secret. See DD254 (See Attachment I)**

A satisfactory Secret clearance will be required for all Contractor employees assigned to this task. Contractor employees may start work after a satisfactory local background check has been completed and the employee has been issued an interim Secret clearance (interim eligibility). However, issuance of a Secret clearance will be a requirement for continued employment on this task. A Secret clearance is required to gain access and work at selected FMO spaces. Status reporting for all clearance actions will be included within the Monthly Status/Summary Report. Any Contractor employee who is denied an interim eligibility or fails to maintain a Secret clearance will be removed from the task immediately and a replacement must be staffed immediately.

Privacy Act. All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.

All Government furnished information and materials provided to the Contractor by the DON and results, conclusions and recommendations obtained thereof should be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of these requirements) or otherwise disseminated to another entity at any time without the express consent of the COR. Work on any subsequent task order may require that personnel have access to privacy and/or other sensitive information. Contractor personnel shall adhere to the Privacy Act, Title 5 U.S.C. § 552a, as amended, and applicable DoD rules and regulations. Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of any task order, until made public or specifically authorized by the COR. Contractors that will be accessing security sensitive data will need a CAC and will need to complete a System Authorization Access Request-Navy (SAAR-N) and the DoD Information Assurance Awareness Training.

**16. PERSONNEL QUALIFICATIONS**

**16.1 General Qualifications**

It is essential that continuity of services be maintained to the maximum degree possible; hence, substitution of Contractor employees shall be kept to the absolute minimum necessary to perform the services required and to provide adequate back-up personnel.

**16.2 Specific Qualifications**

Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the quoter does not identify the labor categories listed below by the same specific title, then a cross-reference list shall be provided in the quoter's quote identifying the difference.

If the Contracting Officer questions the qualifications or competence of any person performing under the order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the contract. The Contractor shall be required to demonstrate the ability to support expertise across all functional tasks and functional areas identified in the PWS.

**Financial Services Program Support [FMO-5 Second Level Review]**

**LABOR CATEGORY: Senior Program Manager/ Director**

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 10 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Lead supporting all aspects of FMO-5 functional business lines to include Second Level Review (2LR)

***Education Requirements***

Bachelor's Degree in Business or other related analytical, scientific, or technical disciplines. Certified Project Management Professional (PMP) by the Project Management Institute.

***Experience Requirements***

Minimum ten (10) Years of progressive experience, with at least three (3) of those years having managed complex projects, contracts, funds, and resources. Experience must include work in DOD FIAR EFFORTS or 2<sup>nd</sup> level review. This individual serves as the interface with the Government's Contractor's Officer Representative (COR), other Government management and customer agent representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, maintaining work breakdown schedule, reviewing costs, budget and performance, and communicating policies, purposes, and goals to both subordinates and subcontractors. Oversees overall contract performance, and has the responsibility to organize resources to support and manage the execution of multiple projects. Recognized as an authority on one or more business improvement areas to include business process engineering, change management, financial management, and program management. Provide strategic program level skills and perspective to integrate business enterprise systems and related processes. Must be an expert in MS PowerPoint and Excel and high level briefing. This individual must have experience in both leading and conducting professionally produced Executive Level presentations with Senior Government leaders.

***Knowledge Requirements***

Knowledge of DOD Organizational structure and chains of command, in particular those relating to the DON and FMO; Laws, Regulations, and Policies as described in the DOD Financial Management Regulation and OSD FIAR Efforts or 2<sup>nd</sup> Level Review.

**LABOR CATEGORY: Program Analyst III**

Support Programs and Policy for FMO-5 functional business lines to include Second Level Review (2LR)

***Education Requirements***

Bachelor's Degree in Business or other related analytical, scientific, or technical disciplines. Ten (10) years of DOD experience may be substituted for the Education requirement.

***Experience Requirements***

Minimum of ten (10) years of progressive experience. Relevant experience includes, but is not limited to, experience in providing solutions which involve DOD FIAR EFFORTS or 2<sup>nd</sup> level review. Possesses demonstrated knowledge in designated field or discipline. Possesses significant experience providing solutions to an organization's challenges through the application of knowledge gained through similar prior engagements. Participate in the development of solutions by leveraging knowledge of the designated field or discipline. Contributes to the implementation of strategy and helps assess the impact of industry trends, policy, and/or standard methodologies. Direct the activities of Specialists or other staff as necessary on activities related to the specified field or discipline. Expert in MS Office.

***Knowledge Requirements***

Knowledge of DOD Organizational structure and chains of command, in particular those relating to the DON and FMO; Laws, Regulations, and Policies as described in the DOD Financial Management Regulation and OSD FIAR Efforts.

**LABOR CATEGORY: Program Analyst II**

Support Programs and Policy for FMO-5 functional business lines to include Second Level Review (2LR)

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 11 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

***Education Requirements***

Bachelor's Degree in Business or other related analytical, scientific, or technical disciplines. Ten (10) years of DOD experience may be substituted for the Education requirement.

***Experience Requirements***

Minimum of six (6) years of progressive experience. Relevant experience includes, but is not limited to, experience in providing solutions which involve DOD FIAR EFFORTS or 2<sup>nd</sup> level review. Possesses demonstrated knowledge in designated field or discipline. Possesses significant experience providing solutions to an organization's challenges through the application of knowledge gained through similar prior engagements. Participate in the development of solutions by leveraging knowledge of the designated field or discipline. Contributes to the implementation of strategy and helps assess the impact of industry trends, policy, and/or standard methodologies. Direct the activities of Specialists or other staff as necessary on activities related to the specified field or discipline. Expert in MS Office.

***Knowledge Requirements***

Knowledge of DOD Organizational structure and chains of command, in particular those relating to the DON and FMO; Laws, Regulations, and Policies as described in the DOD Financial Management Regulation and OSD FIAR Efforts.

**LABOR CATEGORY: Program Analyst I**

***Education Requirements***

Bachelor's Degree in Business or other related analytical, scientific, or technical disciplines. Five (5) years of DOD experience may be substituted for the Education requirement.

***Experience Requirements***

Minimum of two (2) years of progressive experience handling DOD FIAR EFFORTS or 2<sup>nd</sup> level review. Possess knowledge and experience applying analytical methodologies and principles to address FIAR and 2<sup>nd</sup> Level Review issues. Applies analytical techniques in evaluation of project objectives and contributes to the implementation of strategic direction. Perform analytic functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conduct activities in support of project team's objectives. Intermediate experience required in MS PowerPoint and Excel.

***Knowledge Requirements***

Knowledge of DOD Organizational structure and chains of command, in particular those relating to the DON and FMO; Laws, Regulations, and Policies as described in the DOD Financial Management Regulation and OSD FIAR Efforts.

**QUALITY ASSURANCE SURVEILLANCE PLAN**

Surveillance of the contract performance shall be in accordance with the Quality Assurance Surveillance Plan known as Attachment II in the solicitation.

**REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)**

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- Medical Examinations
- Immunization
- Passports, visas, etc.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 12 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

### Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

### **EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED**

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

### **ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES**

As used in this clause, the term "material" includes supplies, equipment, hardware, automatic data processing

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 13 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the contracting officer.

**REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)**

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 14 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

SECTION D PACKAGING AND MARKING



CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 15 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services provided under the PWS will be conducted by the Navy FMO, or their designated representative IAW the Quality Assurance Surveillance Plan (QASP) which is an attachment to this Task Order.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 16 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	9/30/2014 - 9/29/2015
7001	9/30/2015 - 9/11/2016
9000	9/30/2014 - 9/29/2015
9001	9/30/2014 - 9/29/2015
9002	9/30/2014 - 9/29/2015
9003	9/30/2015 - 9/11/2016
9004	9/30/2015 - 9/11/2016
9005	9/30/2015 - 9/11/2016
9006	5/19/2016 - 9/11/2016

The periods of performance for the following Option Items are as follows:

7001	9/30/2015 - 9/29/2016
9003	9/30/2015 - 9/29/2016
9004	9/30/2015 - 9/29/2016
9005	9/30/2015 - 9/29/2016

Daily work efforts will be performed within the National Capital Region (NCR), primarily within facilitated space in Arlington, VA (includes Pentagon and Crystal City) and within the Washington Navy Yard. (Specific Building or Rooms may be further specified at time of award.) Approximately 80 % of the contractors workforce will have work spaces at FMO. The balance of the Workforce (20%) shall work at the contractor's facilities.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 17 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### COGNIZANT DCAA OFFICE

The cognizant DCAA Office for this Task Order is:

DCAA

Nashville Branch Office

1321 Murfreesboro Pike, Suite 302

Nashville, TN 37217-2647

### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher

*(Contracting Officer: Insert applicable document type(s).*

*Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)*

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

*(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)*

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

	Routing Table	Contracting Officer Notes
WAWF Invoice Type		Cost Voucher
Contract Number		N00178-04-D-4020
Delivery Order Number		EX04
Issuing Office DODAAC		N00189
Admin Office DODAAC		S2404A

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 18 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		N41421
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)		N41421
Acceptance At Other		
Local Processing Office (Certifier)		N41421
DCAA Office DODAAC (Used on Cost Voucher's only)		HAA645
Paying Office DODAAC		HQ0338
Acceptor/COR Email Address Alternate Acceptor /ACOR		

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

██████████ ██████████ ██████████ COR

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

██████████ ██████████ ██████████ COR

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**COMMUNICATIONS**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Rosemary McWilliams  
FISC Norfolk DET Philadelphia  
700 Robbins Ave., Bldg. 2B

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 19 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Philadelphia, PA. 19111-5083  
(215) 697-9740

**COST ACCOUNTING STANDARDS ADMINISTRATION**

A copy of this contract has been furnished to the Contract Administration Office cognizant of the Contractor's facility for administration of the Cost Accounting Standards provisions contained herein.

**SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (252.209-7004) (DEC 2006)**

a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

**252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

**PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

**SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)**

The highest level of security that will be required under this contract is Secret as designated on DD Form 254 (See Attachment I) attached hereto and made a part hereof.

Defense Security Service (IOFCS2

Alexandria Field Office

2331 Mill Road, 4<sup>th</sup> Floor

Alexandria, VA 22314

The facilities to be utilized in the performance of this effort have been cleared to SECRET level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

**LIMITATION OF LIABILITY – INCREMENTAL FUNDING (NAVSUP 5252.232-9400)(JAN 1992)**

CLINs 7000, 9000 and 9001 (Services) of this task order is incrementally funded and the amount currently available for payment hereunder is limited to \$250,000.00 for CLIN 70000 only inclusive of fee. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$250,000.00 for CLIN 7000 and \$0.00 each for CLINs 9000 and 9001 shall arise unless additional funds are made available and are incorporated as a modification to this order.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 20 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID PR Number Amount

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700001 N4142114RCF0105 250000.00  
 LLA :  
 AA 1741804 12TA 252 41421 F 068892 2D CF0105 414214F2521Q

BASE Funding 250000.00  
 Cumulative Funding 250000.00

MOD 01

700002 N4142114RCF0105 1849054.46  
 LLA :  
 AA 1741804 12TA 252 41421 F 068892 2D CF0105 414214F2521Q

900001 N4142114RCF0105 [REDACTED]  
 LLA :  
 AA 1741804 12TA 252 41421 F 068892 2D CF0105 414214F2521Q

900101 N4142114RCF0105 [REDACTED]  
 LLA :  
 AA 1741804 12TA 252 41421 F 068892 2D CF0105 414214F2521Q

MOD 01 Funding 1860054.00  
 Cumulative Funding 2110054.00

MOD 02 Funding 0.00  
 Cumulative Funding 2110054.00

MOD 03 Funding 0.00  
 Cumulative Funding 2110054.00

MOD 04

700101 N4142115RCG0132 718222.00  
 LLA :  
 AB 1751804 12TA 252 41421 G 068892 2D CG0132 414215G2521Q

MOD 04 Funding 718222.00  
 Cumulative Funding 2828276.00

MOD 05

700102 1436444.48  
 LLA :  
 AB 1751804 12TA 252 41421 G 068892 2D CG0132 414215G2521Q

9003 N4142115RCG0132 [REDACTED]  
 LLA :  
 AB 1751804 12TA 252 41421 G 068892 2D CG0132 414215G2521Q

9004 N4142115RCG0132 [REDACTED]  
 LLA :  
 AB 1751804 12TA 252 41421 G 068892 2D CG0132 414215G2521Q

MOD 05 Funding 1447444.48  
 Cumulative Funding 4275720.48

MOD 06

700103 N4142116RC1G061 838674.33  
 LLA :  
 AC 1761804 12TA 252 71202 056521 2D 41421G 42116RC1G061

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 21 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 06 Funding 838674.33  
Cumulative Funding 5114394.81

MOD 07

9006 N4142116RC1G061

LLA :

AC 1761804 12TA 252 71202 056521 2D 41421G 42116RC1G061

MOD 07 Funding [REDACTED]  
Cumulative Funding 5120394.81

MOD 08 Funding 0.00  
Cumulative Funding 5120394.81

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 22 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### APPOINTMENT OF TASK ORDER MANAGER (TOM)/CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Task Order Manager (TOM)/Contracting Officer's Representative(s) (COR) for this contract:

██████████

NAME CODE

Office of Deputy ASN (FM&C) Financial Operations  
Washington Navy Yard, 915 Charles Poor Street SE  
Washington, DC 20374-5018

MAIL ADDRESS

██████████

TELEPHONE NUMBER

████████████████████

(b) In the absence of the TOM/COR named above, all responsibilities and functions assigned to the TOM/COR shall be the responsibility of the alternate TOM/COR acting on behalf of the TOM/COR. The Contracting Officer hereby appoints the following individual as the alternate TOM/COR:

NAME CODE

MAIL ADDRESS

TELEPHONE NUMBER

(c) The TOM/COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM/COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

### NOTIFICATION OF A POSSIBLE CONFLICT OF INTEREST

As per FAR Subpart 9.505, the two underlying principles regarding a conflict of interest are:

- (a) Preventing the existence of conflicting roles that might bias a contractor's judgment; and
- (b) Preventing unfair competitive advantage. In addition to the other situations described in this subpart, an unfair competitive advantage exists where a contractor competing for award of any Federal contract possesses --
  - (1) Proprietary information that was obtained from a Government official without proper authorization; or
  - (2) Source selection information (as defined in [2.101](#)) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.

### TASK ORDER LEVEL CLAUSE

### NOTE REGARDING ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor and each subcontractor shall comply with all aspects of the organizational conflict of interest plan the Contractor submitted in response to the Request for Quotations for this Task Order except to the extent that such



CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 23 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

plan conflicts with a requirement(s) of this Task Order. In the event such plan conflicts with a requirement(s) of this Task Order, the requirements of this Task Order shall control. In any case, the Contractor and each subcontractor shall comply with the requirements of this Task Order.

### **ORGANIZATIONAL CONFLICT OF INTEREST**

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other entities by virtue of its performance of this task order, and (2) is not biased in its performance of this task order because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this task order.

(b) Scope. The interests of contractor personnel performing work under this task order shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest (OCI). Any subcontractor that performs any work relative to this task order shall be subject to this clause. The contractor agrees to place in each subcontract affected by this clause the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the terms of clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an OCI.

d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(2) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(3) "Support Services" are those services acquired from non-governmental sources to support or improve agency policy development or decision making for purposes of improving the management of organizations. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations; and may result in an "Impaired Objectivity" type OCI as well as "Unequal Access to Information", and Biased Ground Rules." It is noted that although an "Impaired Objectivity" OCI is a primary concern, there is also some potential for utilization by the contractor of other contractors' proprietary information, to enhance its own competitive status, and also a potential for the contractor to assess its own products or services. Therefore, some potential may exist for "Unequal Access to Information", and "Biased Ground Rules"

(4) "Contractor," for the purposes of this clause, means the entity signing this contract, its subsidiaries and affiliates, joint ventures involving the entity, any firm which the entity may hereafter merge or affiliate, and any other successor or assignee of the entity.

(5) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

(6) "Interest" means financial, contractual, organizational and other interests.

(e) Contracting restrictions.

(1) To the extent work to be performed under this task order requires evaluation of efforts under the existing Multiple Award Contracts (MACs) in support of the Financial Improvement Program (FIAR), a task order will not be awarded to a contractor that will evaluate its own efforts for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests.

(2) Support Services. If the contractor provides Support Services as defined in paragraph (d) of this clause, it may be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective quoters under such contractual efforts for a period of 24 months. Furthermore, unless so directed in writing by the PCO, the contractor shall not perform any work under this contract on any of its products or services, or the products or services of another entity in which it has an interest.

(f) Remedies. In the event the contractor fails to comply with the terms of this clause, such noncompliance shall be deemed a material breach of this task order. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by this contract, statute and/or regulation.

(g) Disclosure of Potential Conflicts of Interest. In the event that the contractor identifies a potential OCI associated with this task order solicitation, at a minimum, the following information should be provided in its quote:

- (1) description of the potential conflict of interest and identity of parties involved;
- (2) description of the effort;
- (3) dollar amount of the effort;
- (4) period of performance of the effort;

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 24 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(5) a description of the contractor's internal controls and planned actions, to avoid, neutralize and/or mitigate any potential organizational conflict of interest; bearing in mind that the only recognized strategy for Impaired Objectivity type OCIs is planned utilization of a subcontractor; and

(6) any other relevant information.

(h) The contractor recognizes that during the term of this task order, conditions may change which may give rise to a new potential conflict of interest. In such an event, the contractor shall disclose to the Government information required subparagraph (g) concerning the new potential conflict of interest. While "Impaired Objectivity" is the primary concern, "Unequal Access to Information", and "Biased Ground Rules" may also be a risk, (e.g. utilizing other contractors' proprietary information to enhance the one's competitive status, and assessing one's own products or services are also potential OCI issues which must be disclosed in accordance with this clause.)

**5252.237-9400 SUBSTITUTION OF ADDITION OF PERSONNEL (Jan 1992)**

- (a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The Contractor agrees that:
  - during the **first 12 months** of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal., the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but no the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

**CONTRACT ADMINISTRATION PLAN**

The Contract Administration Plan (CAP) is Attachment III in this solicitation.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 25 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR

229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L.

110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 26 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 27 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

a) The Government may extend the term of this contract by written notice to the Contractor any time prior to the expiration of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 2 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

#### **52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 28 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

**252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)**

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ \_\_\_ ] is not [ \_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ \_\_\_ ] is not [ \_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

**APPLICABILITY**

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 29 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

### **ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

### **ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

### **INTERIM ACCESS**

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 30 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

## **CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

## **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.



CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 31 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

\*SF-85 Questionnaire for Non-Sensitive Positions

- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

### **NMCARS 5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA):**

"(a) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 32 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. Contracted services excluded from reporting are based on Product Service Codes (PSCs)....

(b)The standard language to be inserted is:

“The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Readiness Based Sparing, Aviation Functional Support via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (
- 1) W, Lease/Rental of Equipment;
  - 2) X, Lease/Rental of Facilities;
  - 3) Y, Construction of Structures and Facilities;
  - 4) S, Utilities ONLY;
  - 5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>."

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 08	PAGE 33 of 33	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A DD 1423 E001

Exhibit A DD 1423 E002

Exhibit A DD1423 E003

Attachment I DD 254 Contract Security Classification Specification

Attachment II Quality Assurance Surveillance Plan

Attachment III Contract Administration Plan

Attachment IV Past Performance Information Form